

Attachment VI. A. Detailed Language Decision Matrix

**DP Issue: Section 6 - Intercarrier Compensation (ICR)**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
<b>Subpoint A: Definition of Section 251(b)(5) Traffic</b>			
AT&T IC 1a	1.0 Reciprocal Compensation	1.0 Reciprocal Compensation	
	<p>1.1 <u>251(b)(5) Traffic - "251(b)(5) Traffic" includes all telecommunications traffic (including "ISP Bound Traffic," as that term is described in the FCC's Interim ISP Compensation Order) exchanged between the AT&amp;T and SBC MISSOURI pursuant to this Agreement, other than "Exchange Access Traffic," as defined in Section 2.1. The Parties shall bill each other reciprocal compensation for all "251(b)(5) Traffic," except for the following types of §251(b)(5) Traffic: "UNE-P Traffic," which is described in Section 2.2 below and is subject to compensation according to that section; and "Transit Traffic," which is described in Section 2.3 below and is subject to compensation according to Section 3.0 below. To avoid any doubt about the scope of "§251(b)(5) Traffic," and without limiting the foregoing reference to "all telecommunications traffic," the Parties agree that the following types of traffic shall be compensated as 251(b)(5) Traffic in accordance with this Section 1.0 Reciprocal Compensation: (1) ISP Bound Traffic; (2) non-ISP Bound traffic originated by or terminated to an end user of</u></p>	<p>1.2 <u>"Section 251(b)(5) Traffic" is limited to telecommunications traffic exchanged between AT&amp;T and SBC MISSOURI in which the originating end user of one Party and the terminating end user of the other Party are:</u></p>	SBC's language is most consistent with the Arbitrator's Report.
	<p>(i) Information (or Enhanced) Services are services means the offering of a capability of generating acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include an use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.</p>	<p><u>(i) both physically located in the same SBC MISSOURI Local Exchange Area as defined by SBC MISSOURI Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or</u></p>	SBC's language is most consistent with the Arbitrator's Report.

	<p>(ii) “IP Enabled Service” includes, but is not limited to, services and applications that rely on internet protocol for all or part of the transmission of a call. IP Enabled Services include the digital communications capabilities of increasingly higher speeds, which use a number of transmission network technologies, and which generally have in common the use of internet protocol. IP Enabled Services may be provided over broadband or narrowband facilities. IP enabled applications could include capabilities based on higher-level software that can be invoked by the customer or on the customer’s behalf to provide functions that make use of communications services. “IP Enabled Services that permit an end-user to send or receive information between the public switched telephone network (PSTN) and the internet is an example of “Information Service.”</p>	<p><u>(ii) both physically located within neighboring SBC MISSOURI Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.</u></p>	<p>SBC’s language is most consistent with the Arbitrator’s Report.</p>
	<p><b>1.2</b> Transport and Termination Functions - - Pursuant to 47 C.F.R. § 51.701, Reciprocal Compensation provides compensation for both transport and termination of the other Party’s Section 251(b)(5) traffic between the originating carrier’s point of interconnection and the called party. The terminating Party shall assess, and the originating Party shall pay, reciprocal compensation in accordance with this Section 1.0 Reciprocal Compensation. Each Party shall assess a charge no greater than \$.0007 per minute of use for the transport termination of ISP-Bound Traffic and Section 251(b)(5) Traffic set forth in Section 1.9.1.2 of this Attachment.</p>	<p><u>In accordance with the FCC’s Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) (“FCC ISP Compensation Order”), “ISP-Bound Traffic” is limited to telecommunications traffic exchanged between AT&amp;T and SBC MISSOURI in which the originating end user of one Party and the terminating ISP of the other Party are:</u></p>	<p>SBC’s language is most consistent with the Arbitrator’s Report.</p>
	<p><b>1.7.1</b> <u>SBC MISSOURI</u> has made an offer to all telecommunications carriers in the state of Missouri (“the Offer”) to exchange on or after June 1, 2004 all Section 251(b) (5) Traffic including all ISP-Bound traffic pursuant to the terms and conditions of the FCC terminating compensation plan....</p>	<p><u>(i) both physically located in the same SBC MISSOURI Local Exchange Area as defined by SBC MISSOURI Local (or “General”) Exchange Tariff on file with the applicable state commission or regulatory agency; or</u></p>	<p>SBC’s language is most consistent with the Arbitrator’s Report.</p>
	<p><b>1.8.2</b> Option 2: A reciprocal compensation arrangement for the transport and termination of wireline Section 251(b)(5) Traffic including ISP-Bound Traffic,....</p>	<p><u>(ii) both physically located within neighboring SBC MISSOURI Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.</u></p>	<p>SBC’s language is most consistent with the Arbitrator’s Report.</p>

	<p>1.9.2.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, AT&amp;T and SBC MISSOURI agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) traffic <u>including</u> ISP-Bound Traffic exchanged between AT&amp;T and SBC MISSOURI exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation in this Option 1. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut</p>	<p>1.3 Transport and Termination Functions - Pursuant to 47 C.F.R. § 51.701, Reciprocal Compensation provides compensation for both transport and termination of the other Party's Section 251(b)(5) traffic between the originating carrier's point of interconnection and the called party. The terminating Party shall assess, and the originating Party shall pay, reciprocal compensation in accordance with this Section 1.0 Reciprocal Compensation. Each Party shall assess a charge no greater than \$.0007 per minute of use for the transport and termination of ISP-Bound Traffic and Section 251(b)(5) Traffic set forth in Section 1.9.1.2 of this Attachment.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
	<p>1.9.3.1 For purposes of this Section 1.9.3.1, all Section 251(b)(5) traffic <u>including</u> all ISP-bound Traffic shall be referred to as "Billable Traffic."...</p>	<p>1.7.1 <u>SBC MISSOURI</u> has made an offer to all telecommunications carriers in the state of Missouri ("the Offer") to exchange on or after June 1, 2004 all Section 251 (b) (5) Traffic <b>and</b> all ISP-Bound traffic pursuant to the terms and conditions of the FCC terminating compensation plan....</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
	<p>1.11.1 As an alternative to Option 1, AT&amp;T can elect long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic <u>including</u> ISP-Bound Traffic originated and terminated between SBC MISSOURI and AT&amp;T in Missouri so long as qualifying traffic between the parties remains in balance in accordance with this Section 1.11. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section 1.1 <u>including</u> ISP-Bound Traffic as defined in Section 1.1 of this Attachment and does not include, Optional Calling Area Traffic, IntraLATA Interexchange Traffic, Meet Point Billing Traffic, FX Traffic, or FGA Traffic.</p>	<p>1.8.2 Option 2: A reciprocal compensation arrangement for the transport and termination of wireline Section 251(b)(5) Traffic <b>and</b> ISP-Bound Traffic,....</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

	<p>1.11.6 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic defined in Section <u>1.1</u> <u>including</u> ISP Bound Traffic as defined in Section <u>1.1</u> of this Attachment....</p>	<p>1.9.2.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, AT&amp;T and SBC MISSOURI agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) traffic <b>and</b> ISP-Bound Traffic exchanged between AT&amp;T and SBC MISSOURI exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation in this Option 1. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presu</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
	<p>1.11.7 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than Section 251(b)(5) Traffic <u>including</u> ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic <u>including</u> ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest at the commercial paper rate as referenced in Section 9.1 of the General Terms and Conditions of this Agreement.</p>	<p>1.9.3.1 For purposes of this Section 1.9.3.1, all Section 251(b)(5) traffic <b>and</b> all ISP-bound Traffic shall be referred to as "Billable Traffic."...</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

	1.12.1.1 For intra-switch Section 251(b)(5) Traffic, <u>including</u> ISP-Bound Traffic....	1.11.1 As an alternative to Option 1, AT&T can elect long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic <b>and</b> ISP-Bound Traffic originated and terminated between SBC MISSOURI and AT&T in Missouri so long as qualifying traffic between the parties remains in balance in accordance with this Section 1.11. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section <b>1.2</b> <b>and</b> ISP-Bound Traffic as defined in Section <b>1.2</b> of this Attachment and does not include, Optional Calling Area Traffic, IntraLATA Interexchange Traffic, Meet Point Billing Traffic, FX Traffic, or FGA Traffic.	SBC's language is most consistent with the Arbitrator's Report.
	1.12.1.2 For interswitch Section 251(b)(5) Traffic, <u>including</u> ISP-Bound Traffic exchanged between SBC MISSOURI end users and AT&T's end users where AT&T purchases any combination of Network Elements from SBC MISSOURI on a wholesale basis, the Parties agree to compensate each other for the termination of such traffic at: (i) the FCC Plan rate specified in Section 1.9.1.2 for the transport and termination of Section 251(b)(5) Traffic, <u>including</u> ISP-Bound Traffic, if Option 1 is elected by AT&T. If Option 2 has been selected by AT&T, such traffic will be exchanged between the Parties under a bill and keep arrangement in accordance with Section 1.11 above.	1.11.6 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic defined in Section <b>1.2</b> <b>and</b> ISP-Bound Traffic as defined in Section <b>1.2</b> of this Attachment....	SBC's language is most consistent with the Arbitrator's Report.
	8.5 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings, made within each terminating Party's network, that have been converted to industry standard Electronic Message Interface (EMI) for Section 251(b)(5) Traffic, <u>which includes</u> ISP-Bound Traffic, and IntraLATA Toll Traffic (Terminating MOUs). .....	1.11.7 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than Section 251(b)(5) Traffic <b>and</b> ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic <b>and</b> ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest at the commercial paper rate as referenced in Section 9.1 of the General Terms and Conditions of this Agreement.	SBC's language is most consistent with the Arbitrator's Report.

	2.0 Exclusions from Reciprocal Compensation.	1.12.1.1 For intra-switch Section 251(b)(5) Traffic, <b>and</b> ISP-Bound Traffic....	SBC's language is most consistent with the Arbitrator's Report.
	<u>Reciprocal compensation shall not apply to the following traffic:</u>	1.12.1.2 For interswitch Section 251(b)(5) Traffic, <b>and</b> ISP-Bound Traffic exchanged between SBC MISSOURI end users and AT&T's end users where AT&T purchases any combination of Network Elements from SBC MISSOURI on a wholesale basis, the Parties agree to compensate each other for the termination of such traffic at: (i) the FCC Plan rate specified in Section 1.9.1.2 for the transport and termination of Section 251(b)(5) Traffic, <b>and</b> ISP-Bound Traffic, if Option 1 is elected by AT&T. If Option 2 has been selected by AT&T, such traffic will be exchanged between the Parties under a bill and keep arrangement in accordance with Section 1.11 above.	SBC's language is most consistent with the Arbitrator's Report.
	<u>2.1 To Exchange Access traffic that is subject to 251(g) of the Act, until such time as the Federal Communications Commission removes Exchange Access from 251(g). Exchange Access refers to non-ISP bound traffic between the Parties' customers that originates in one local calling area (includes mandatory and optional expanded local calling areas) and terminates in a different local calling area (includes mandatory and optional expanded local calling areas) as determined by the originating and terminating NPA, NXXs of the calling and called parties. Compensation for transport and termination of Exchange Access calls shall be at the rates set forth in each Party's interstate or intrastate access tariffs, as applicable. Should Exchange Access be removed from Section 251(g), it will be subject to reciprocal compensation upon the effective date of the order.</u>	8.5 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings, made within each terminating Party's network, that have been converted to industry standard Electronic Message Interface (EMI) for Section 251(b)(5) Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic (Terminating MOUs). .....	SBC's language is most consistent with the Arbitrator's Report.

	<p>2.1.1. Exchange access traffic that is subject to 251(g) of Act, also includes only the following category of IP Enabled Service: 1+ interLATA calls and 1+ intraLATA Exchange Access calls that: (1) use ordinary customer premises equipment (such as a traditional telephone) with no enhanced functionality; (2) originate and terminate on the public switched telephone network (PSTN); (3) undergo no net protocol conversion as defined in 2.1.1.1 below; and (4) provide no enhanced functionality to end users that result from the provider's use of IP technology. To the extent that the FCC finds that this type of IP Enabled Service is not exchange access service, is an Information Service, or is not otherwise subject to access charges, then as of the effective date of such finding, this traffic shall be either subject to Sec. 251(b)(5) as set forth in Sec. 1.1 above, or subject to bill and keep, as appropriate and consistent with the FCC's findings</p>	<p>2.2.2 InterLATA FX traffic will be subject to SBC's access tariffs, interstate or intrastate, whichever is applicable.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
	<p>2.1.1.1 A "Net Protocol Conversion" occurs when a call is originated by an end user in Internet Protocol and terminated to an end user in a circuit-switched protocol or vice versa.</p>	<p>10. Switched Access Traffic</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
		<p>10.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC MISSOURI's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

		(i) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T end user that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;	SBC's language is most consistent with the Arbitrator's Report.
		(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;	SBC's language is most consistent with the Arbitrator's Report.
		(iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or	SBC's language is most consistent with the Arbitrator's Report.
		(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.	SBC's language is most consistent with the Arbitrator's Report.
		Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).	SBC's language is most consistent with the Arbitrator's Report.



		<p><b>10.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 10.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 10.1(iv) above from the Local Interconnection Trunk Groups within sixty (60)</b></p>	SBC's language is most consistent with the Arbitrator's Report.
MCI RC 2	<p>2.3 Reciprocal compensation applies for transport and termination of Section 251(b)(5) Traffic. When an end user customer originates Section 251(b)(5) Traffic, the originating Party shall compensate the terminating Party for the transport and termination of such Section 251(b)(5) Traffic at the rate(s) provided in Appendix Pricing. "Section 251(b)(5) Traffic" shall mean telecommunications traffic in which the <u>NPA/NXX of the</u> originating End User Customer of one Party and the <u>NPA/NXX of the</u> Terminating End User Customer of the other Party are:</p>	<p>2.3 Reciprocal compensation applies for transport and termination of Section 251(b)(5) Traffic. When an end user customer originates Section 251(b)(5) Traffic, the originating Party shall compensate the terminating Party for the transport and termination of such Section 251(b)(5) Traffic at the rate(s) provided in Appendix Pricing. "Section 251(b)(5) Traffic" shall mean telecommunications traffic in which the originating End User Customer of one Party and the Terminating End User Customer of the other Party are:</p>	SBC's language is most consistent with the Arbitrator's Report.
	<p>(i) both <u>rated</u> in the same SBC MISSOURI Local Exchange Area as defined in the SBC MISSOURI Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or</p>	<p>(i) both <b>physically located</b> in the same SBC MISSOURI Local Exchange Area as defined in the SBC MISSOURI Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or</p>	SBC's language is most consistent with the Arbitrator's Report.

	(ii) both <u>rated</u> within neighboring SBC MISSOURI Local Exchange Areas that are within the same common mandatory local calling area. This includes, but is not limited to, mandatory Extended Area Service (EAS) or other mandatory extended local calling.	(ii) both <b>physically located</b> within neighboring SBC MISSOURI Local Exchange Areas that are within the same common mandatory local calling area. This includes, but is not limited to, mandatory Extended Area Service (EAS) or other mandatory extended local calling.	SBC's language is most consistent with the Arbitrator's Report.
	2.3.1 In accordance with the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between MCI and SBC MISSOURI in which the <u>NPA/NXX of the originating End User of one Party and the NPA/NXX of the terminating ISP of the other Party are:</u>	2.3.1 In accordance with the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between MCI and SBC MISSOURI in which the originating End User of one Party and the terminating ISP of the <del>other Party are:</del>	SBC's language is most consistent with the Arbitrator's Report.
	(i) both <u>rated</u> in the same SBC MISSOURI Local Exchange Area as defined by SBC MISSOURI Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or	(i) both <b>physically located</b> in the same SBC MISSOURI Local Exchange Area as defined by SBC MISSOURI Local (or "General") Exchange Tariff on file with the applicable state commission <u>or regulatory agency; or</u>	SBC's language is most consistent with the Arbitrator's Report.
	(ii) both <u>rated</u> within neighboring SBC MISSOURI Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.	(ii) both <b>physically located</b> within neighboring SBC MISSOURI Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling <del>scopes.</del>	SBC's language is most consistent with the Arbitrator's Report.

	16.1 <u>Intentionally Omitted</u>	16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched	SBC's language is most consistent with the Arbitrator's Report.
		(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider.	SBC's language is most consistent with the Arbitrator's Report.
		(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;	SBC's language is most consistent with the Arbitrator's Report.
		(iii) Switched Access Traffic delivered to SBC MISSOURI from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or	SBC's language is most consistent with the Arbitrator's Report.

		(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as “Local Interconnection Trunk Groups”) destined to the other Party.	SBC's language is most consistent with the Arbitrator's Report.
		(v) Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).	SBC's language is most consistent with the Arbitrator's Report.
Wiltel IC 1	4.1 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:	3.9 The Parties acknowledge that this Attachment addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement. This Attachment is not meant to address whether the Parties are obligated to exchange any specific type of traffic, nor the types of services to be offered by SBC 13STATE pursuant to this agreement.	SBC's language is most consistent with the Arbitrator's Report.

	a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or	<b>3.9.1 More specifically, and without limiting the foregoing Section 1.2.3, the parties acknowledge that nothing in this Attachment or Agreement should be construed as requiring SBC 13STATE to exchange "Out of Exchange Traffic" with an "Out of Exchange-LEC" until such time as the Parties have agreed upon the appropriate terms and conditions for the exchange of such traffic. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means a CLEC operating within SBC-13STATE's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with SBC-13STATE. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:</b>	SBC's language is most consistent with the Arbitrator's Report.
	b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes;	<b>(i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an SBC-13STATE end user located in an SBC-13STATE local exchange area or;</b>	SBC's language is most consistent with the Arbitrator's Report.
		<b>(ii) Originates from an SBC-13STATE end user located in an SBC-13STATE local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.</b>	SBC's language is most consistent with the Arbitrator's Report.
		<b>4. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC</b>	SBC's language is most consistent with the Arbitrator's Report.
		<b>4.1 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:</b>	SBC's language is most consistent with the Arbitrator's Report.

		a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or	SBC's language is most consistent with the Arbitrator's Report.
		b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes;	SBC's language is most consistent with the Arbitrator's Report.
Wiltel GT&C 2a 2b	1.1.68 <b>"Local Calls"</b> , for purposes of intercarrier compensation, is traffic where all calls are within the same <u>Local Access Transport Area, or LATA</u> . Local Calls must actually originate and actually terminate to parties physically located within the <u>LATA</u> .	<b>1.1.68 "Local Calls"</b> , for purposes of intercarrier compensation, is traffic where all calls are within the same <b>common local and common mandatory local calling area , i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission</b> . Local Calls must actually originate and actually terminate to parties physically located within the same <b>common local or common mandatory local calling area</b> .	SBC's language is most consistent with the Arbitrator's Report.
<b>Subpoint B: Definition of ISP-Bound Traffic</b>			

CC IC 2	<p>1.2 Calls originated by CLEC's end users and terminated to SBC MISSOURI's end users (or vice versa) will be classified as "Section 251(b)(5) Traffic" under this Agreement and subject to reciprocal compensation if the call: (i) originates and terminates to such end-users in the same SBC MISSOURI exchange area; or (ii) originates and terminates to such end-users within different SBC MISSOURI Exchanges that share a common mandatory local calling area, as defined in SBC MISSOURI's tariff, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes. Calls originated by SBC MISSOURI's end users and terminated to an ISP served by a CLEC (or vice versa) will be classified as compensable "ISP-Bound Traffic" in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) (FCC ISP Compensation Order")</p>	<p>1.2 Calls originated by CLEC's end users and terminated to SBC MISSOURI's end users (or vice versa) will be classified as "Section 251(b)(5) Traffic" under this Agreement and subject to reciprocal compensation if the call: (i) originates and terminates to such end-users in the same SBC MISSOURI exchange area; or (ii) originates and terminates to such end-users within different SBC MISSOURI Exchanges that share a common mandatory local calling area, as defined in SBC MISSOURI's tariff, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes. Calls originated by SBC MISSOURI's end users and terminated to an ISP served by a CLEC (or vice versa) will be classified as compensable "ISP-Bound Traffic" in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001)</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
	<p>1.2.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic that is not defined as MCA Traffic.</p>	<p>1.2.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic <b>and ISP-Bound Traffic</b> shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic <b>and ISP-Bound Traffic</b> that is not defined as MCA Traffic.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

Wiltel IC 2	5.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and <b>SBC-13STATE</b> in which the originating End User of one Party exchanges traffic with an ISP served by the other Party.	5.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and <b>SBC-13STATE</b> in which the originating End User of one Party exchanges traffic with an ISP served by the other Party <b>that are:</b>	SBC's language is most consistent with the Arbitrator's Report.
		a. <b><u>both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or</u></b>	SBC's language is most consistent with the Arbitrator's Report.
		b. <b><u>both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.</u></b>	SBC's language is most consistent with the Arbitrator's Report.
AT&T IC 1g	language in subpt A	language in subpt A	
AT&T IC 1f	language in subpt A	language in subpt A	
MCI RC 6, 6a, 6b	2.11 Intentionally Omitted	2.11 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined above in Section 2.2) could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structures for Section 251(b)(5) Traffic and the FCC's ISP Terminating Compensation Plan above does not	SBC's language is most consistent with the Arbitrator's Report.
	2.11.1 Intentionally Omitted	o <b>FX Traffic</b>	SBC's language is most consistent with the Arbitrator's Report.
		o <b>IntraLATA Toll Traffic</b>	SBC's language is most consistent with the Arbitrator's Report.



		o 800, 888, 877, ("8YY") Traffic	SBC's language is most consistent with the Arbitrator's Report.
		2.11.1 The Parties agree that, for the purposes of this Appendix, either Parties' End Users remain free to place calls to an ISP under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such calls to an ISP are placed, the Parties agree that Section 4 does not apply. The applicable rates, terms and conditions for FX Traffic, 8YY and IntraLATA Toll Traffic are set forth in this Appendix.	SBC's language is most consistent with the Arbitrator's Report.
<b>Subpoint C: Definition of Mandatory Local Calling Area</b>			
Charter IC 1	<b>16. Switched access Traffic</b>	<b>16. Switched access Traffic</b>	
	16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in the originating party's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access	16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all	SBC's language is most consistent with the Arbitrator's Report.
	(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,	(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,	No apparent dispute.

	(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;	(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;	No apparent dispute.
	(iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or	(iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or	No apparent dispute.
	(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.	(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.	No apparent dispute.
	Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).	Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).	No apparent dispute.

Charter ITR 8	<p>12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in <u>the originating party's</u> local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch.</p>	<p>12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in <b>SBC 13-STATE's</b> local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch.</p>	SBC's language is most consistent with the Arbitrator's Report.
<b>Subpoint D: Intrastate Interexchange Traffic</b>			

MCI RC 15	See Section 11 above.	16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched	MCI's language is most consistent with the Arbitrator's Report.
		(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider.	MCI's language is most consistent with the Arbitrator's Report.
		(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;	MCI's language is most consistent with the Arbitrator's Report.
		(iii) Switched Access Traffic delivered to SBC MISSOURI from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or	MCI's language is most consistent with the Arbitrator's Report.

		(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as “Local Interconnection Trunk Groups”) destined to the other Party.	MCI's language is most consistent with the Arbitrator's Report.
		(v) Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).	MCI's language is most consistent with the Arbitrator's Report.
		16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 16.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 16.1(iv) above from the Local Interconnection Trunk Groups within sixty (60)	MCI's language is most consistent with the Arbitrator's Report.
Subpoint E: Foreign Exchange (“FX”) Traffic			

AT&T IC 1h	language in subpt A	language in subpt A	
MCI RC 4	2.8 Foreign Exchange (FX) Traffic (ISP-bound and non-ISP bound) shall be compensated as either Section 251(b)(5) Traffic or ISP-Bound Traffic.	2.8 Foreign Exchange (FX) Traffic (ISP-bound and non-ISP bound) shall be <b>subject to bill and keep</b> .	SBC's language is most consistent with the Arbitrator's Report.
MCI RC 5	<u>2.9 Intentionally Omitted.</u>	<b>2.9 Segregating And Tracking FX Traffic</b>	SBC's language is most consistent with the Arbitrator's Report.
	<u>2.9.1 Intentionally Omitted</u>	<b>2.9.1 For SBC MISSOURI, the terminating carrier is responsible for separately identifying FX Traffic from other types of Inter-carrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties</b>	SBC's language is most consistent with the Arbitrator's Report.
	<u>2.9.2 Intentionally Omitted.</u>	<b>2.9.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in SBC MISSOURI where such traffic is subject to a Bill and Keep arrangement.</b>	SBC's language is most consistent with the Arbitrator's Report.
	<u>2.10 Intentionally Omitted.</u>	<b>2.10 To the extent minutes of use are nevertheless billed and paid by the originating carrier, but later found to be FX Traffic that should have been subject to Bill and Keep, the terminating carrier will be responsible for reimbursing the originating carrier the amount of compensation paid, plus interest at the interest rate defined in the originating carrier's Switched Access Tariff.</b>	SBC's language is most consistent with the Arbitrator's Report.
<b>Subpoint F: 8YY Service</b>			
AT&T IC 5	7.1 <u>IntraLATA 8YY Traffic and associated query charges, are billed to and paid for by the terminating 800/8YY Service Provider, regardless of which Party performs the 800 query. Where an intraLATA 8YY call originates on the physical network of one of the Parties and terminates on the network of the other Party (as the 8YY service provider), the Parties agree that the call will be rated as subject to reciprocal compensation in the same manner as provided for in this Attachment 12 for non-8YY Traffic.</u>	7.1 <u>IntraLATA 8YY Traffic and associated query charges, are billed to and paid for by the terminating 800/8YY Service Provider, regardless of which Party performs the 800 query.</u>	SBC's language is most consistent with the Arbitrator's Report.

		<p>7.1.1 For IntraLATA 8YY Traffic offered as a toll free service call that has been translated to a Plain Old Telephone Service (POTS) routable number via the toll free data base that is exchanged between AT&amp;T and SBC MISSOURI in which the originating end user of one Party and the terminating end user of the other Party are both physically located in the same local or mandatory local calling area, such traffic will be subject to compensation defined in Section 1.4 for the termination of Section 251(b)(5) Traffic or ISP-Bound traffic pursuant to the terms and conditions of the FCC terminating compensation plan as defined in Section 1.7.1, in addition to the applicable originating access charges as defined in the parties' respective access tariffs.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
<p><b>Subpoint G: Application Of Tandem Reciprocal Compensation Rates</b></p>			
<p>CC IC 11</p>	<p>4.1 Transport and termination rates <u>may</u> vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. <u>If Option 1 or 2 is in effect, the transport and termination rates assessed on the originating carrier shall reflect the functions performed by the terminating carrier in transporting and terminating the calls. Where the terminating party utilizes a tandem switch, or a switch that is capable of serving a geographic area comparable to the area served by an SBC MISSOURI tandem switch, the compensation rate for Local Traffic terminated to the party's tandem switch shall consist of the summation of the rates for tandem switching, tandem transport and end office switching as listed in Section 3.3 above.</u></p>	<p>1.5.2.3 Payment of ISP-Bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

		3.3.5 If CLEC has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by <u>SBC Missouri's</u> tandem switch pursuant to 47 C.F.R. §51.711 (a)(3) as set forth in Section 4 below, CLEC shall only be paid End Office Serving Rate Elements.	SBC's language is most consistent with the Arbitrator's Report.
		4.1 Transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. The tandem interconnection rate shall apply only when CLEC's switch serving specific LATA has been determined to have the same or greater geographic scope as a similarly-situated SBC Tandem Switch serving the same LATA. Where CLEC has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by SBC MICHIGAN's tandem switch pursuant to 47 C.F.R. §51.711 (a)(3), CLEC shall be entitled to receive the End Office Switching rate set forth in Appendix Pricing and as specified in Section 3.3.4 above if Option 1 is elected	SBC's language is most consistent with the Arbitrator's Report.
		4.1.2 For purposes of this Section 4.0, CLEC's switch actually serves a geographic area comparable to the area served by SBC MICHIGAN's tandem when CLEC:	SBC's language is most consistent with the Arbitrator's Report.
		(i) Deploys a switch to serve this area;	SBC's language is most consistent with the Arbitrator's Report.
		(ii) Has obtained NPA and NXXs to serve the exchanges within this area; and	SBC's language is most consistent with the Arbitrator's Report.
		(iii) Can show that it is serving this area either through its own facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements in ILEC central offices.	SBC's language is most consistent with the Arbitrator's Report.
		4.1.3 For compensation purposes, if CLEC qualifies for the tandem interconnection rate as provided in Section 4.1.2 above, the transport and termination ratio must be determined for tandem switching <u>and end office switching compensation.</u>	SBC's language is most consistent with the Arbitrator's Report.



		4.1.4 If CLEC has more than one switch per LATA, each switch must qualify for the tandem interconnection rate as set forth above on a switch-by-switch basis.	SBC's language is most consistent with the Arbitrator's Report.
		4.1.5 The tandem interconnection rate will include a transport mileage of zero miles.	SBC's language is most consistent with the Arbitrator's Report.
		4.2 Should disputes arise regarding whether CLEC's switch has affirmatively demonstrated that its switch actually serves a geographic area comparable to the area served by an SBC MISSOURI tandem switch, as described above, the Parties shall utilize the Dispute Resolution procedures in this Agreement to resolve the dispute. At the conclusion of dispute resolution, if CLEC demonstrates that its switch is actually serving a geographic area comparable to the SBC MISSOURI's tandem switch in a LATA, the tandem switching and transport rates shall be applied on a going forward basis only.	SBC's language is most consistent with the Arbitrator's Report.
MCI RC 8	4.4.4 Based on the specific architecture of the MCIm network and the geographic area served by the MCIm network, the Parties agree that MCIm's switch meets the criteria set forth in 4.4.2 and will be compensated for Section 251(b)(5) Traffic and mandatory EAS traffic that originates from an MCIm End User that terminates to an SBC MISSOURI End User as follows:	Based on the specific architecture of the MCIm network and the geographic area served by the MCIm network, the Parties agree that MCIm's switch meets the criteria set forth in 4.4.2 and will be compensated for Section 251(b)(5) Traffic and mandatory EAS traffic that originates from an MCIm End User that terminates to an SBC MISSOURI End User as follows:	SBC's language is most consistent with the Arbitrator's Report.
	(i) <u>Intentionally Omitted</u>	(i) <b>Seventy percent (70%) of SBC MISSOURI's Section 251(b)(5) Traffic and Mandatory EAS traffic that is terminated to MCIm's End Users shall be compensated at the end office switching rate as set forth in Appendix Pricing.</b>	SBC's language is most consistent with the Arbitrator's Report.
	(ii) <u>Intentionally Omitted</u>	(ii) <b>Thirty percent (30%) of SBC MISSOURI's Section 251(b)(5) Traffic and Mandatory EAS traffic that is terminated to MCIm's End Users shall be compensated at a tandem blended rate calculated as follows:</b>	SBC's language is most consistent with the Arbitrator's Report.

	[End Office Switching + Tandem Switching + Transport Termination + (15 x Tandem Transport Facility Mileage)]	[End Office Switching + Tandem Switching + Transport Termination + (15 x Tandem Transport Facility Mileage)]	SBC's language is most consistent with the Arbitrator's Report.
<b>Subpoint H: PSTN-IP-PSTN And IP-PSTN Issues</b>			
AT&T NIA 18	7.0 Intentionally left blank.	<b>7.0. Switched Access Traffic.</b>	
		7.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that	SBC's language is most consistent with the Arbitrator's Report.
		(i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not	SBC's language is most consistent with the Arbitrator's Report.
		(i) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T end user that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,	SBC's language is most consistent with the Arbitrator's Report.

		(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC MISSOURI end user that obtains local dial tone from SBC MISSOURI where SBC MISSOURI is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;	SBC's language is most consistent with the Arbitrator's Report.
		(iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or	SBC's language is most consistent with the Arbitrator's Report.
		(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.	SBC's language is most consistent with the Arbitrator's Report.
		Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).	SBC's language is most consistent with the Arbitrator's Report.

		<p>7.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 7.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 7.1(iv) above from the Local Interconnection Trunk Groups within sixty (60)</p>	SBC's language is most consistent with the Arbitrator's Report.
AT&T IC 1a(i), 1b, 1c	language in subpt A	language in subpt A	SBC's language is most consistent with the Arbitrator's Report.
CC ITR 5a			SBC's language is most consistent with the Arbitrator's Report.
CC IC 15a, 15b	<no language>	13.0 Switched Access Traffic	

		<p>13.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC MISSOURI's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
		<p>(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
		<p>(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
		<p>(i) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
		<p>(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

		Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).	SBC's language is most consistent with the Arbitrator's Report.
		13.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 13.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 13.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the terminating Party, the terminating Party may request that the delivering Party remove such traffic from the Local Interconnection Trunk Groups.	SBC's language is most consistent with the Arbitrator's Report.
MCI RC 15	language in subpoint D	language in subpoint D	
MCI RC 17	18 VOICE OVER INTERNET PROTOCOL (VOIP)	16 VOICE OVER INTERNET PROTOCOL (VOIP)	

	<p>18.1 <u>Notwithstanding any other provision of this Agreement, the Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol (“VOIP”) traffic and other enhanced services traffic (collectively, “IS Traffic”), in accordance with this section. IS Traffic is defined as traffic that undergoes a net protocol conversion, as defined by the FCC, between the calling and called parties, and/or traffic that features enhanced services that provide customers a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information. The Parties shall exchange IS Traffic over the same interconnection trunk groups used to exchange local traffic. In addition to other jurisdictional factors the Parties may report to one another under this Agreement, the Parties shall report a Percent Enhanced Usage (“PEU”) factor on a statewide basis or as otherwise determined by MCIM at sole discretion. The numerator of the PEU factor shall be the number of minutes of IS Traffic sent to the other Party for termination to such other Party’s cu</u></p>	<p>18.1 <b>Notwithstanding anything to the contrary in this Agreement, the Parties agree that the contractual limitations and stake dates set forth in Appendix Invoicing shall only apply to those services expressly identified in the Invoicing Appendix and in no event shall such limits and stake dates apply to any and all Losses incurred by either Party arising out or related directly or indirectly to (i) any and all interexchange traffic that terminates on a Party’s circuit switch including, without limitation, traffic routed or transported in whole or in part using Internet Protocol that is not delivered to the terminating Party over feature group D access trunks (ii) any and all information services traffic or traffic either Party claims is Voice over Internet Protocol (“VoIP”), (iii) any and all traffic delivered to the terminating Party in which the CPN has been stripped, altered, modified, added, deleted, changed, or incorrectly assigned, and (iv) any and all third party claims, (v) claims for fraud and/or misrepresentation, and</b></p>	<p>SBC’s language is most consistent with the Arbitrator’s Report.</p>
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MCI NIM 28	25 <u>Intentionally Omitted</u>	25.1 For purposes of this Agreement only, Circuit-Switched Traffic is defined as any traffic that terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport). Notwithstanding anything to the contrary in this Agreement, excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC MISSOURI' local exchange tariffs on file with the ICC, all other Circuit-Switched Traffic, as defined above, that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange ("Interexchange Circuit-Switched Traffic") shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to	SBC's language is most consistent with the Arbitrator's Report.
	<u>Recip Comp 16 – See Section 11 above</u>	(i) IntraLATA toll Traffic or Optional EAS Traffic from a MCI end user that obtains local dial tone from MCI where MCI is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,	SBC's language is most consistent with the Arbitrator's Report.
		(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC MISSOURI end user that obtains local dial tone from SBC MISSOURI where SBC MISSOURI is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;	SBC's language is most consistent with the Arbitrator's Report.
		(iii) Interexchange Circuit Switched Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another MCI and the IXC fails to perform the Local Number Portability (LNP) query; and/or	SBC's language is most consistent with the Arbitrator's Report.
		(iv) Interexchange Circuit Switched Traffic delivered to either Party from a third party competitive local exchange carrier over Local Interconnection Trunk Groups.	SBC's language is most consistent with the Arbitrator's Report.



		Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004)	SBC's language is most consistent with the Arbitrator's Report.
		25.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Interexchange Circuit-Switched Traffic as described in Section 25.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Interexchange Circuit-Switched Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Interexchange Circuit-Switched Traffic as described in Section 25.1(iv) above from the Local Interconnection Trunk Groups within	SBC's language is most consistent with the Arbitrator's Report.
		<u>Recip Comp Section 16</u>	SBC's language is most consistent with the Arbitrator's Report.
		<b>16</b> <u>SWITCHED ACCESS TRAFFIC</u>	SBC's language is most consistent with the Arbitrator's Report.

		<p>16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology.</p> <p>Notwithstanding anything to the contrary in this Agreement, the definition of Switched Access Traffic shall be:</p>	SBC's language is most consistent with the Arbitrator's Report.
		(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,	SBC's language is most consistent with the Arbitrator's Report.
		(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;	SBC's language is most consistent with the Arbitrator's Report.
		(iii) Switched Access Traffic delivered to SBC MISSOURI from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or	SBC's language is most consistent with the Arbitrator's Report.

		(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as “Local Interconnection Trunk Groups”) destined to the other Party.	SBC's language is most consistent with the Arbitrator's Report.
		Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).	SBC's language is most consistent with the Arbitrator's Report.
		16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 16.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 16.1(iv) above from the Local Interconnection Trunk Groups within	SBC's language is most consistent with the Arbitrator's Report.
		16.3 Intentionally Omitted	

Navigator IC 1a, 1b	SBC's language is so unreasonable and confusing that Navigator does not have suggested revisions at this point.	<b>11.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this</b>	SBC's language is most consistent with the Arbitrator's Report.
		<b>(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,</b>	SBC's language is most consistent with the Arbitrator's Report.
		<b>(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;</b>	SBC's language is most consistent with the Arbitrator's Report.
		<b>(iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or</b>	SBC's language is most consistent with the Arbitrator's Report.

		(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.	SBC's language is most consistent with the Arbitrator's Report.
		Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).	SBC's language is most consistent with the Arbitrator's Report.
		11.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 11.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 16.1(iv) above from the Local Interconnection Trunk Groups within sixty (60)	SBC's language is most consistent with the Arbitrator's Report.

Wiltel ITR 3a, 3b	12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC Missouri's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport). Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) <u>or over Local Interconnection Trunk Groups</u> and shall be subject to applicable	12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC Missouri's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that <b>(i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport).</b> <b>and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch.</b> Notwith	SBC's language is most consistent with the Arbitrator's Report.
		<b>(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;</b>	SBC's language is most consistent with the Arbitrator's Report.
		<b>(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;</b>	SBC's language is most consistent with the Arbitrator's Report.
		<b>(iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or</b>	SBC's language is most consistent with the Arbitrator's Report.

		(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.	SBC's language is most consistent with the Arbitrator's Report.
		Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that WILTEL's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).	SBC's language is most consistent with the Arbitrator's Report.
		12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 12.1(iv) above from the Local Interconnection Trunk Groups within sixty (60)	SBC's language is most consistent with the Arbitrator's Report.

Wiltel IC 5a, 5b	16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport). Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) <u>or over Local Interconnection Trunk Groups</u> and shall be subject to applicable	16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) <b>and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology.</b> Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be deli	SBC's language is most consistent with the Arbitrator's Report.
		(i) <b>IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider.</b>	SBC's language is most consistent with the Arbitrator's Report.
		(ii) <b>IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;</b>	SBC's language is most consistent with the Arbitrator's Report.
		(iii) <b>Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or</b>	SBC's language is most consistent with the Arbitrator's Report.



		(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.	SBC's language is most consistent with the Arbitrator's Report.
		Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).	SBC's language is most consistent with the Arbitrator's Report.
		16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 16.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 16.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the	SBC's language is most consistent with the Arbitrator's Report.

MCI RC 9	<p>4.9.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, MCI and SBC MISSOURI agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between MCI and SBC MISSOURI exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation terms in this Section 4.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, MCI and SBC MISSOURI will remain obligated to pay the reciprocal compensation rates set forth in Section 4.2.5 for Se</p>	<p>4.9.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, MCI and SBC MISSOURI agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between MCI and SBC MISSOURI exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation terms in this Section 4.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval <b>and, in addition, shall be utilized to determine the appropriate true-up as described below.</b> During the pendency</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
<b>Subpoint I: Transit Service</b>			
AT&T IC 3	<p><u>3.0 Transit Traffic Compensation</u></p> <p>3.1 SBC MISSOURI shall provide services in connection with Transit Traffic (as defined in Section 2.3 above) that is originated or terminated by the AT&amp;T network. In connection with Transit Traffic, the Parties agree that, when one Party's traffic transits the other Party's network to reach a third Party's telecommunications carrier, then the originating party will indemnify the transiting party against any lawful charges that any terminating third party carrier imposes or levies on the transiting party for the delivery or termination of such traffic. In addition, for Transit Traffic that is originated by AT&amp;T, AT&amp;T shall also compensate SBC MISSOURI at TELRIC based rates for providing transit services pursuant to Section 3.6 of this Agreement. Neither Party shall charge the transiting party for any third party originated traffic delivered to it by the transiting party.</p>	<p><b>3.0 Intentionally Left Blank.</b></p>	<p>AT&amp;T's language is most consistent with the Arbitrator's Report.</p>

	<p><u>3.2 Consistent with the requirements of Attachment 28 Comprehensive Billing of this Agreement, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (“AMA”) recordings, made within each Party’s network, that have been converted to industry standard Electronic Message Interface (EMI). Except as may otherwise be provided in this Agreement, these recordings will be the basis for each Party to generate bills to the other Party and, in connection with Transit Traffic, if necessary, to third-party LECs. Each Party agrees to forward to the other Party call information that may be used to identify the originating and terminating telephone numbers for each call and each carrier involved in transmission of the call (including for purposes of carrier identification, OCN, any equivalent local service identifier and Carrier Identification Code, as appropriate). If records supplied by SBC MISSOURI are incomplete or lack the carrier identifier, AT&amp;T shall have the right to bill SBC</u></p>		<p>AT&amp;T’s language is most consistent with the Arbitrator’s Report.</p>
	<p><u>3.3 Each Party agrees that any third party (including without limitation an Affiliate of one Party) may make use of that Party’s network to terminate traffic to the other Party. If the Affiliate has a separate traffic termination agreement with the other Party, the Parties agree that they will work cooperatively to develop an acceptable method for accounting appropriately for that traffic. Unless AT&amp;T requests otherwise, the rating for transit calls when AT&amp;T provides the transit service shall be the same between the Parties as the rating for calls transited by SBC MISSOURI to or from any similarly situated third party carrier.</u></p>		<p>AT&amp;T’s language is most consistent with the Arbitrator’s Report.</p>
	<p><u>3.4 Transit Traffic does not include traffic that originates and terminates in different LATAs since such traffic is covered in Section 2.1 above.</u></p>		<p>AT&amp;T’s language is most consistent with the Arbitrator’s Report.</p>
	<p><u>3.5 Transit Traffic does not include traffic originated from a third party subscriber line that a third party provides using UNE-P. In such cases, when this traffic is terminated to AT&amp;T (and AT&amp;T is not providing service to the terminating user via UNE-P), AT&amp;T shall continue to charge SBC MISSOURI for termination of such traffic consistent with terms of this Agreement, as if the traffic originated with SBC MISSOURI, unless SBC MISSOURI provides AT&amp;T with industry standard call records in a format that will enable AT&amp;T to accurately bill the third party carrier.</u></p>		<p>AT&amp;T’s language is most consistent with the Arbitrator’s Report.</p>

	<u>3.6 The Transit Rate as set forth in the Pricing Schedule is charged by the tandem Party to the originating Party on a MOU basis. The Transit Rate element is only applicable when calls do not terminate to the tandem Party's End User. The Transit Rate is a derived rate, comprised of the Tandem Switching Rate + the Tandem Transport Termination Facility Charge (utilizing 10 mile average) + the Tandem Transport Termination rate.</u>		AT&T's language is most consistent with the Arbitrator's Report.
AT&T NIA 3	1.1 SBC MISSOURI shall permit AT&T to interconnect at any technically feasible point on the SBC MISSOURI network, <u>outside plant facilities, and customer premises.</u> The point(s) where the parties interconnect for the exchange of traffic under this Agreement shall be called a Point of Interconnection ("POI"). Traffic exchanged under this Agreement shall include 251(b)(5) and IntraLATA Toll Traffic <u>(which includes Transit Traffic), Exchange Access Traffic, and Meet Point traffic.</u>	1.1 SBC MISSOURI shall permit AT&T to interconnect at any technically feasible point <b>at a SBC MISSOURI tandem and/or End Office building</b> on the SBC MISSOURI network. The point(s) where the parties interconnect for the exchange of traffic under this Agreement shall be called a Point of Interconnection ("POI"). Traffic exchanged under this Agreement shall include <b>Section</b> 251(b)(5) and IntraLATA Toll, and Meet Point traffic.	AT&T's language is most consistent with the Arbitrator's Report.
	<u>1.2.2 For the exchange of traffic with third-party carriers, SBC MISSOURI will make available to AT&amp;T leased facilities at the same price as the Dedicated Transport facilities, as set forth in Schedule Pricing.</u>		
Charter GT&C 18a	1.1.158 <u>"Transit Traffic" is traffic that either (a) originates on the network of a third party, is carried across the network of a Party, and is then delivered to the other Party for termination, or (b) originates on the network of a Party, is carried across the network of the other Party, and is then delivered to a third party for termination.</u>	1.1.158 Intentionally left blank	Charter's language is most consistent with the Arbitrator's Report.
	1.1.103 <u>"Out of Exchange Traffic" is defined as Local, Transit, or IntraLATA Toll Traffic to or from a non-SBC ILEC exchange area.</u>	1.1.103 "Out of Exchange Traffic" is defined as local or IntraLATA Toll Traffic to or from a non-SBC ILEC exchange area.	SBC's language is most consistent with the Arbitrator's Report.
CC IC 1	1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between CLEC and SBC MISSOURI will be classified as either Section 251(b)(5) Traffic (including Local Traffic), ISP-Bound Traffic, <u>Transit Traffic, IntraLATA Interexchange Traffic, Meet Point Billing, FX Traffic (Virtual, Dedicated and FX-type), FGA Traffic, or Cellular Traffic.</u>	<b>SBC Offers No Language</b>	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
	<u>The compensation arrangement for terminating calls from a Cellular provider to CLEC or SBC MISSOURI end users is set forth in Section 8.0 of this Attachment.</u>		The CLEC Coalition's language is most consistent with the Arbitrator's Report.

	<u>1.2.5 Transit Traffic is a switching and transport function only, which allows one Party to send Local Traffic to a third party network through the other Party's tandem. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, SBC is obligated to provide transit functionality for MCA traffic between CLEC and third-party networks and visa-versa at no charge to the originating and terminating carrier.</u>		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
	1.7 Long-Term Local Bill and Keep Option (Option 3)		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
	As an alternative to Options 1 and 2, a CLEC can elect long-term local Bill and Keep as the reciprocal compensation arrangement for wireline Section 251(b)(5) Traffic, <u>FX Traffic, MCA Traffic</u> and ISP-Bound Traffic originated and terminated between SBC MISSOURI and CLEC in Missouri so long as qualifying traffic between the parties remains in balance in accordance with this Section 1.7. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section 1.0 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment and does not include <u>Transit Traffic, FGA Traffic or Cellular Traffic, which shall be subject to compensation as described elsewhere in this Attachment.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	<b>6.0 TRANSIT TRAFFIC COMPENSATION</b>		
	<u>6.1 Transit Traffic is a switching and transport function only, which allows one Party (originating Party) to send Local Traffic, as defined in Section 1.1, to a third party network through the other Party's tandem and/or transport facilities (tandem Party). The Transit Rate of \$0.000960 is charged by the tandem Party to the originating Party on a MOU basis. The Transit Rate element is only applicable when calls do not terminate to the tandem Party's End User.</u>		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
	<u>6.2 Where the Transit Provider is sent CPN by the originating carrier, the Transit Provider will send the original and true CPN to the terminating Party. Except as provided in Section 9, below, terminating carriers shall be required to directly bill third parties that originate calls and send traffic over Transiting Carrier's network.</u>		The CLEC Coalition's language is most consistent with the Arbitrator's Report.

	6.3 In the event one Party originates traffic that transits the other Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will indemnify the transiting Party for any lawful charges that any terminating third-party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic.		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
	6.4 Unless otherwise provided in this Agreement, neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
	6.5 Subject to section 9 below, CLEC shall not bill SBC MISSOURI for terminating any Transit traffic, whether identified or unidentified, i.e. whether SBC MISSOURI is sent CPN or is not sent CPN by the originating company. However, in the event CLEC indicates to SBC MISSOURI that unidentified transit traffic volume has become significant, SBC MISSOURI agrees to work with CLEC to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
	6.6 The transit rate above shall also apply in the case of Local Traffic originated in third party ILEC exchange areas that traverses the SBC MISSOURI Tandem Office Switch and terminates in other third party exchange areas, providing the other LEC exchanges share a common mandatory local calling area with all SBC MISSOURI exchanges included in a metropolitan exchange.		The CLEC Coalition's language is most consistent with the Arbitrator's Report.

	<p>6.7 CLEC will pay the Local Transit Traffic rates (found in Section 6.0 of this Attachment) to SBC MISSOURI for calls that originate on CLEC's network and are sent to SBC MISSOURI for termination to a CMRS provider as long as such Traffic can be identified as wireless traffic. SBC MISSOURI will pay the same Local Transit Traffic rate to CLEC for such calls that originate on SBC MISSOURI's network and are sent through CLEC for termination on a CMRS Provider's network. Each Party shall be responsible for interconnection agreements with CMRS provider's network. SBC MISSOURI and CLEC agree that the call records exchanged between the Parties have sufficient information to identify the originating carrier for billing purposes. SBC MISSOURI shall provide information to CLEC identifying in detail the type of call records it will send to CLEC, and will, absent agreement with CLEC otherwise, use only industry standard billing and call records formats to transmit such information to CLEC.</p>		<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>
	<p>6.8 When traffic is originated by a CMRS Provider to the CLEC, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SBC MISSOURI, CLEC and the CMRS Provider, the traffic will be rated either as local or access and the appropriate compensation rates shall be paid by the transiting party to the terminating party.</p>		<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>
	<p>6.9 SBC MISSOURI and CLEC agree to use terminating records for billing of reciprocal compensation. SBC MISSOURI will not bill CLEC directly for calls that originate from third party CLECs using SBC MISSOURI's unbundled local switching (ULS). When a call is either originated from a CLEC using SBC MISSOURI's ULS or terminated to a CLEC using SBC MISSOURI's ULS, SBC MISSOURI will provide to the terminating CLEC detailed call records including the OCN of the originating CLEC using ULS. This will allow the terminating CLEC to directly bill reciprocal compensation to the originating CLEC.</p>		<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>

MCI RC 18	2.1 The Telecommunications traffic exchanged between MCI <sub>m</sub> and SBC MISSOURI will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic, intraLATA Toll Traffic, interLATA Toll Traffic or <u>Transit Traffic</u> . The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or a carrier providing telecommunications services utilizing <u>unbundled</u> Local Switching, to the extent that MCI <sub>m</sub> 's End Users are served by such <u>unbundled</u> Local Switching purchased from SBC MISSOURI; they do not apply to traffic originated over facilities provided under local Resale arrangements.	<b>Intentionally Omitted</b>	MCI's language is most consistent with the Arbitrator's Report.
	<b>7 TRANSIT TRAFFIC COMPENSATION</b>		
	7.1 <u>The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The rates that the parties shall charge for transiting traffic are outlined in Appendix Pricing</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI NIM 26	NIM	NIM:	
	22.1 Transit Service is defined as service which allows MCI <sub>m</sub> to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third-party's network through SBC MISSOURI's tandem	<b>22 Intentionally Omitted</b>	MCI's language is most consistent with the Arbitrator's Report.
	22.2 <u>For the purposes of this Agreement, Transit Traffic is defined as traffic between MCI<sub>m</sub>'s end user customer that is routed utilizing SBC MISSOURI's tandem switch where SBC MISSOURI's end user customer is neither the originating nor the terminating party</u>	RECIP COMP	MCI's language is most consistent with the Arbitrator's Report.



	<p><u>22.3 At no time shall either Party provide Transit Service to an Inter-exchange Carrier (IXC) or any other third party carrier for the purposes of avoiding paying appropriate access charges.</u></p>	<p>2.1 The Telecommunications traffic exchanged between MCI<sub>m</sub> and SBC MISSOURI will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic. The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or a carrier providing telecommunications services utilizing <b>wholesale</b> Local Switching, to the extent that MCI<sub>m</sub>'s End Users are served by such <b>wholesale</b> Local Switching purchased from SBC MISSOURI; they do not apply to traffic originated over facilities provided under local Resale arrangements</p>	<p>MCI's language is most consistent with the Arbitrator's Report.</p>
	<p><u>22.4 With exception of UNE-P Transit Traffic, neither local Transit Traffic nor IntraLATA Toll Transit Traffic originated by MCI<sub>m</sub> shall be routed at or through any SBC MISSOURI end office switch. For calls originated by MCI<sub>m</sub> that are routed over a direct end office connection between MCI<sub>m</sub>'s switch and the SBC MISSOURI's end office switch and have not received an LNP query when delivered to SBC MISSOURI's end office, SBC MISSOURI will query such calls. If based upon the query, the call must be transported to another carrier's switch for termination, transit rates as set forth in Appendix Pricing shall apply. Additionally, queries for such calls will be billed at rates in accordance with Appendix Pricing.</u></p>	<p><b>7.1 Intentionally Omitted.</b></p>	<p>MCI's language is most consistent with the Arbitrator's Report.</p>
	<p><u>22.5 Where SBC MISSOURI has a local tandem switch separate from an access tandem switch in the local exchange area, MCI<sub>m</sub>-originated local Transit Traffic will be routed via SBC MISSOURI's local tandem switches, but not at or through any SBC MISSOURI access tandem switches. Where SBC MISSOURI has a local/IntraLATA tandem switch or local/access tandem switch in the local exchange area, MCI<sub>m</sub> originated local transit Traffic will be routed via the appropriate SBC MISSOURI local/IntraLATA tandem switch or local/access tandem switch.</u></p>		<p>MCI's language is most consistent with the Arbitrator's Report.</p>

	22.6 <u>When transiting traffic, the Parties agree to pass the originating CPN information when the third party carrier provides such information.</u>		MCI's language is most consistent with the Arbitrator's Report.
	22.7 <u>Transit Signaling. Any signaling information which is received by SBC MISSOURI from transiting traffic shall be forwarded to MCI.</u>		MCI's language is most consistent with the Arbitrator's Report.
	22.8 <u>The Transit Service rates are as set forth in Appendix Pricing.</u>		MCI's language is most consistent with the Arbitrator's Report.
	RECIP COMP		MCI's language is most consistent with the Arbitrator's Report.
	2.1 The Telecommunications traffic exchanged between MCI and SBC MISSOURI will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic, intraLATA Toll Traffic, interLATA Toll Traffic or <u>Transit Traffic</u> . The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or a carrier providing telecommunications services utilizing <u>unbundled</u> Local Switching, to the extent that MCI's End Users are served by such <u>unbundled</u> Local Switching purchased from SBC MISSOURI; they do not apply to traffic originated over facilities provided under local Resale arrangements		MCI's language is most consistent with the Arbitrator's Report.
	7.1 The originating Party is responsible for payment of the <u>appropriate rates unless otherwise specified. The rates that the parties shall charge for transiting traffic are outlined in Appendix Pricing.</u>		MCI's language is most consistent with the Arbitrator's Report.
Sprint IC 7	17. <u>TRANSIT TRAFFIC - "Transit Traffic" means Telecommunications Traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network or that is originated on a third party Telecommunications Carrier's network, transited through a Party's network, and terminated to the other Party's network.</u>	None	Sprint's language is most consistent with the Arbitrator's Report.
	17.1 <u>Exchange Of Traffic</u>		Sprint's language is most consistent with the Arbitrator's Report.

	<u>17.1.1 The Parties may send each other Transit Traffic.</u>		Sprint's language is most consistent with the Arbitrator's Report.
	<u>17.1.2 Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.</u>		Sprint's language is most consistent with the Arbitrator's Report.
	<u>17.1.3 Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third-party LEC, CLEC, or CMRS provider for the exchange of indirect traffic to that third party.</u>		Sprint's language is most consistent with the Arbitrator's Report.
	<u>17.1.4 Each Party is responsible for the transport of originating calls from its network to its point of interconnection with the transiting party. The originating Party is responsible for the payment of transit charges assessed by the transiting party.</u>		Sprint's language is most consistent with the Arbitrator's Report.
	<u>17.2 Rates for Transit Service:</u>		Sprint's language is most consistent with the Arbitrator's Report.
	<u>17.2.1 Transit service providers are rightly due compensation for the use of their tandem switching and common transport elements when providing a transit service. This compensation is based on TELRIC pricing and appears in Appendix PRICING.- All Traffic.</u>		Sprint's language is most consistent with the Arbitrator's Report.
	<u>17.2.2 Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating LEC's tariff or via other appropriate meet point access arrangements.</u>		Sprint's language is most consistent with the Arbitrator's Report.
	<u>17.3 The Transiting Party will use reasonable effort to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Transiting Party agrees to send all message indicators according to industry standards and to provide the terminating Party information on traffic originated by a third-party CLEC, ILEC, or CMRS provider. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.</u>		Sprint's language is most consistent with the Arbitrator's Report.
Wiltel ITR 1b	1.3 none	<b>1.3 Local Only and Local Interconnection Trunk Groups may only be used to transport traffic between the Parties' End Users.</b>	Wiltel's language is most consistent with the Arbitrator's Report.

	2.9 none	2.9 <b>“Local Only Trunk Groups” are two-way trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.</b>	Wiltel's language is most consistent with the Arbitrator's Report.
	3.1 CLEC shall issue Access Service Requests (ASRs) for two-way local Interconnection Trunk Groups and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at CLEC's switch. SBC-13STATE shall issue ASRs for one-way trunk groups originating at the SBC-13STATE switch.	3.1 CLEC shall issue Access Service Requests (ASRs) for two-way <b>Local Only Trunk Groups</b> , Local Interconnection Trunk Groups and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at CLEC's switch. SBC-13STATE shall issue ASRs for one-way trunk groups originating at the SBC-13 STATE switch	Wiltel's language is most consistent with the Arbitrator's Report.
	3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC's POP and an SBC-12STATE Local Tandem or End Office Switch. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.	3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC's <b>switch</b> and an SBC-12STATE Local Tandem or End Office Switch. <b>Two-way Local Only Trunk Groups can be established between CLEC's switch and an SBC-12STATE Local Only Tandem Switch.</b> These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.	Wiltel's language is most consistent with the Arbitrator's Report.
AT&T IC 3a, 3b, 3c	<u>3.0 Transit Traffic Compensation</u>	<b>3.0 Intentionally Left Blank.</b>	
	<u>3.1 SBC MISSOURI shall provide services in connection with Transit Traffic (as defined in Section 2.3 above) that is originated or terminated by the AT&amp;T network. In connection with Transit Traffic, the Parties agree that, when one Party's traffic transits the other Party's network to reach a third Party's telecommunications carrier, then the originating party will indemnify the transiting party against any lawful charges that any terminating third party carrier imposes or levies on the transiting party for the delivery or termination of such traffic. In addition, for Transit Traffic that is originated by AT&amp;T, AT&amp;T shall also compensate SBC MISSOURI at TELRIC based rates for providing transit services pursuant to Section 3.6 of this Agreement. Neither Party shall charge the transiting party for any third party originated traffic delivered to it by the transiting party.</u>		AT&T's language is most consistent with the Arbitrator's Report.

	<p><u>3.2 Consistent with the requirements of Attachment 28 Comprehensive Billing of this Agreement, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (“AMA”) recordings, made within each Party’s network, that have been converted to industry standard Electronic Message Interface (EMI). Except as may otherwise be provided in this Agreement, these recordings will be the basis for each Party to generate bills to the other Party and, in connection with Transit Traffic, if necessary, to third-party LECs. Each Party agrees to forward to the other Party call information that may be used to identify the originating and terminating telephone numbers for each call and each carrier involved in transmission of the call (including for purposes of carrier identification, OCN, any equivalent local service identifier and Carrier Identification Code, as appropriate). If records supplied by SBC MISSOURI are incomplete or lack the carrier identifier, AT&amp;T shall have the right to bill SBC MISSOURI for the call.</u></p>		<p>AT&amp;T's language is most consistent with the Arbitrator's Report.</p>
	<p><u>3.3 Each Party agrees that any third party (including without limitation an Affiliate of one Party) may make use of that Party’s network to terminate traffic to the other Party. If the Affiliate has a separate traffic termination agreement with the other Party, the Parties agree that they will work cooperatively to develop an acceptable method for accounting appropriately for that traffic. Unless AT&amp;T requests otherwise, the rating for transit calls when AT&amp;T provides the transit service shall be the same between the Parties as the rating for calls transited by SBC MISSOURI to or from any similarly situated third party carrier.</u></p>		<p>AT&amp;T's language is most consistent with the Arbitrator's Report.</p>
	<p><u>3.4 Transit Traffic does not include traffic that originates and terminates in different LATAs since such traffic is covered in Section 2.1 above.</u></p>		<p>AT&amp;T's language is most consistent with the Arbitrator's Report.</p>
	<p><u>3.5 Transit Traffic does not include traffic originated from a third party subscriber line that a third party provides using UNE-P. In such cases, when this traffic is terminated to AT&amp;T (and AT&amp;T is not providing service to the terminating user via UNE-P), AT&amp;T shall continue to charge SBC MISSOURI for termination of such traffic consistent with terms of this Agreement, as if the traffic originated with SBC MISSOURI, unless SBC MISSOURI provides AT&amp;T with industry standard call records in a format that will enable AT&amp;T to accurately bill the third party carrier.</u></p>		<p>AT&amp;T's language is most consistent with the Arbitrator's Report.</p>

	3.6 <u>The Transit Rate as set forth in the Pricing Schedule is charged by the tandem Party to the originating Party on a MOU basis. The Transit Rate element is only applicable when calls do not terminate to the tandem Party's End User. The Transit Rate is a derived rate, comprised of the Tandem Switching Rate + the Tandem Transport Termination Facility Charge (utilizing 10 mile average) + the Tandem Transport Termination rate.</u>		AT&T's language is most consistent with the Arbitrator's Report.
Charter GT&C 18b	language above	language above	
<b>Subpoint J: Traffic Exchanged Without CPN</b>			
AT&T IC 6a, 6b	8.0 Responsibilities of the Parties	8.0 Responsibilities of the Parties	
	8.1 Where SS7 connections exist, and to the extent technically feasible, each Party to this Agreement will be responsible for sending the Calling Party Number (CPN) for all 251(b)(5) Traffic, including intraLATA calls originating on its network and passed to the network of the other Party. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party.	8.1 Where SS7 connections exist, and to the extent technically feasible, each Party to this Agreement will be responsible for sending the Calling Party Number (CPN) for calls originating on its network and passed to the network of the other Party. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party.	SBC's language is most consistent with the Arbitrator's Report.
	8.3 Each Party agrees that it shall not knowingly strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.	8.3 <b>For all traffic originated on a Party's network including, without limitation, Switched Access Traffic and wireless traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 8.3.1. In addition,</b> each Party agrees that it shall not knowingly strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.	SBC's language is most consistent with the Arbitrator's Report.

	<p>8.3.1 <u>Subject to Section 9.0, if applicable, where SS7 connections exist, all 251(b)(5) Traffic and intraLATA calls exchanged without CPN information will be billed as either 251(b)(5) Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information for the preceding quarter, utilizing a PLU factor determined in accordance with Section 8.3.1 of this Attachment. Subject to Section 9.0, if applicable, if the percentage of 251(b)(5) Traffic and intraLATA calls passed with CPN is less than ninety percent (90%) of all traffic for a given month, the terminating Party will inform the originating Party that the CPN percentage has fallen below the targeted 90%. The Parties will coordinate and exchange data as necessary to determine the cause of the failure and to assist its correction. Subject to Section 9.0 below, if applicable, the percentage usage factors will be calculated by the traffic originating Party by dividing identifiable Section 251(b)(5) Traffic MOU delivered to the other Party for termination by the total identifiable Section 251(b)(5) Traffic and intraLATA</u></p>	<p>8.3.1 <b>For traffic which is delivered by one Party to be terminated on the other Party's network, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed as Intrastate IntraLATA Toll Traffic. The percentage usage factors will be calculated by the traffic originating Party by dividing identifiable Section 251(b)(5) Traffic MOU delivered to the other Party for termination by the total identifiable Section 251(b)(5) Traffic and intraLATA toll MOUs delivered to that Party for termination on the local interconnection trunks. Identifiable Section 251(b)(5) Traffic and intraLATA toll MOU will be determined based on the originating Party's network</b></p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
MCI RC 7	<p>3.3 <u>The Parties shall use the Calling Party Number ("CPN") to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties may jointly exchange industry standard jurisdictional factors, such as PIU, PIU, or PLU in order to determine the jurisdiction of the traffic. If, as set forth in Section 3 of this Appendix Reciprocal Compensation, the originating Party passes CPN on calls, the receiving Party shall bill the originating Party the appropriate termination rate applicable to each minute of traffic for which CPN is passed. For the remaining calls without CPN information, the receiving Party shall bill the originating Party the appropriate termination rate applicable to each minute of traffic in direct proportion to the minutes of use of calls passed with CPN information. If the originating Party fails to pass CPN on more than ten percent (10%) of calls, or if the receiving Party lacks the ability to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or toll traffic, the originating Party</u></p>	<p>3.3 <b>For traffic which is delivered by one party to be terminated on the other Party's network in SBC MISSOURI, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than 90%, all calls passed without CPN will be billed as Intrastate IntraLATA Toll Traffic.</b></p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

Wiltel IC 3	<p>3.4 For those usage based charges where actual charge information is not determinable because the actual jurisdiction (e.g., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor <u>or another mutually agreeable mechanism</u> in order to determine the appropriate charges to be billed to the terminating party in accordance with Section 14.2 below.</p>	<p>3.3 <b>For traffic which is delivered by one Party to be terminated on the other Party's network in SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE and SBC CONNECTICUT</b>, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
	<p>14.2 For those usage based charges where actual charge information is not determinable by <u>SBC 13-STATE</u> because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.</p>	<p>3.4 For those usage based charges where actual charge information is not determinable <b>by SBC-2STATE</b> because the actual jurisdiction (e.g., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor <u>or another mutually agreeable mechanism</u> in order to determine the appropriate charges to be billed to the terminating party in accordance with Section 14.2 below.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>



	<p>14.2.1 CLEC and <u>SBC 13-STATE</u> agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the six (6) month period following the completion of the audit. If, as a result of the au</p>	<p>14.2 For those usage based charges where actual charge information is not determinable by <b>SBC-2STATE</b> because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
		<p>14.2.1 CLEC and <b>SBC 2-STATE</b> agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the six (6) month period following the completion of the audit. If, as a</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
<b>Subpoint K: Other Issues</b>			

AT&T IC 4	5.1 For intrastate IntraLATA toll traffic, each Party will charge the other in accordance with its respective applicable tariffs.	5.1 For intrastate intraLATA toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an SBC MISSOURI's tariff in whose exchange area the End User is located	SBC's language is most consistent with the Arbitrator's Report.
MCI RC 16	17 SPECIFIC CHANGE OF LAW	16 SPECIFIC CHANGE OF LAW and RESERVATION OF RIGHTS TERMS	MCI's language is most consistent with the Arbitrator's Report.
	17.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 2.3 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement.	17.1 and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement	MCI's language is most consistent with the Arbitrator's Report.
Navigator IC 2	Navigator intentionally deleted 12.0	12.0 Additional Change of Law Provision	Navigator's language is most consistent with the Arbitrator's Report.

		<p>The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. <i>See, In the Matter of Developing a Unified Intercarrier Compensation Regime</i>, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this</p>	<p>Navigator's language is most consistent with the Arbitrator's Report.</p>
Sprint IC 8	<p>4.2.2 <u>Should there be any change in law, the provisions of Section XXXX, Intervening Law, of the General Terms and Conditions will prevail.</u></p>	<p>4.2.1 Should a regulatory agency, court or legislature change or nullify the SBC-13STATE's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among SBC-13STATE, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.</p>	<p>Sprint's language is most consistent with the Arbitrator's Report.</p>

	NOTE: Section "XXXX" in now known and can be changed to "Section 21".	<p><b>4.2.2 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions. Because of these possibilities, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustment</b></p>	Sprint's language is most consistent with the Arbitrator's Report.
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AT&T IC 2b	<no language>	8.8 AT&T has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding AT&T's traffic and such other carriers' traffic, including without limitation any where AT&T originates traffic to and terminates traffic from, an end user being served by a third party telecommunications carrier who has purchased any combination of Network Elements from SBC MISSOURI on a wholesale basis to such telecommunications carrier, and by which such telecommunications carrier uses it to offer to end users wireline local telephone exchange service. In no event will SBC MISSOURI have any liability to AT&T or any third party if AT&T fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom AT&T does not have a traffic compensation agreement, AT&T will indemnify, defend and hold harmless SBC MISSOURI against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and AT&T will bill their respective charges directly to	AT&T's language is most consistent with the Arbitrator's Report.
MCI RC 11	4.11.2 When MCI terminates traffic to an end user customer of a third party carrier served via SBC MISSOURI's ULS, MCI agrees to bill that third party carrier directly for any applicable intercarrier compensation; provided, however, that SBC MISSOURI shall still be obligated to provide MCI with all call records necessary to bill such calls as described in Appendix Recording. In the event that SBC MISSOURI fails to provide the appropriate call records information necessary to bill such third party carrier, MCI shall bill SBC MISSOURI as the default originator of the traffic	4.11.2 The following reciprocal compensation terms shall apply to all traffic exchanged between SBC MISSOURI and MCI when MCI purchases wholesale local switching from SBC MISSOURI on a wholesale basis upon termination of the Reciprocal Compensation Amendment as set forth in Section 1.2:	Neither parties language is consistent with the Arbitrator's Report.

	4.11.3 <u>Intentionally Omitted</u>	4.11.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC MISSOURI and MCIm, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.	SBC's language is not consistent with the Arbitrator's Report.
		4.11.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC MISSOURI and MCIm where MCIm's End User originates a call that is terminated to a SBC MISSOURI end user, such traffic shall be paid for reciprocally at the End Office Switch rate set forth in Appendix Pricing and as specified in Section 4.2.5 for the transport and termination of Section 251(b)(5) Traffic, excluding ISP-Bound Traffic and the FCC Plan rate set forth in Section 4.8 for the transport and termination of ISP-Bound Traffic.	SBC's language is not consistent with the Arbitrator's Report.
		4.11.3 For the purposes of compensation where MCIm utilizes SBC MISSOURI' Lawful ULS (including UST), MCIm has the sole obligation to enter into a compensation agreement with third party carriers that MCIm originates traffic to and terminates traffic from, including traffic carried by Shared Transport Facilities and traffic carried on the IntraLATA Transmission Capabilities. In no event will SBC MISSOURI have any liability to MCIm or any third party if MCIm fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom MCIm does not have a traffic compensation agreement, MCIm will indemnify, defend and hold harmless SBC MISSOURI against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and MCIm will bill their respective charges directly to each other. SBC MISSOURI will not be required to function as a billing intermediary, e.g., clearinghouse. SBC MISSOURI may	SBC's language is not consistent with the Arbitrator's Report.

CC NIA 8	<p><u>2.1 CLEC may utilize facilities of third parties to satisfy all requirements herein, and SBC shall, if requested by CLEC, route section 251(b)(5) traffic, ISP Bound traffic, Optional EAS traffic or intraLATA toll traffic that is dialed to CLECs customers to Points of Interconnection of another provider for transiting to CLEC, provided such Point(s) of Interconnection comply with requirements in this agreement and provided that CLEC does not have trunking of its own to the same local calling areas. SBC also shall, if requested by CLEC, and if CLECs circuits are busy, route overflow traffic to a third party provider/s Point(s) of Interconnection, provided such Point(s) of interconnection comply with requirements herein. SBC shall accept CLECs traffic routed by way of a third party's Point of Interconnection, provided such Point of Interconnection complies with requirements herein and provided that CLEC's traffic complies with the requirements herein.</u></p>	INTENTIONALLY LEFT BLANK	The CLEC Coalition's language is consistent with the Arbitrator's Report.
AT&T IC 2a, 2b	language above	language above	

MCI RC 1	<p>2.1 The Telecommunications traffic exchanged between MCI and SBC MISSOURI will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic, intraLATA Toll Traffic, interLATA Toll Traffic, <u>or Transit Traffic</u>. The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or a carrier providing telecommunications services utilizing <u>unbundled</u> Local Switching, to the extent that MCI's End Users are served by such <u>unbundled</u> Local Switching purchased from SBC MISSOURI; they do not apply to traffic originated over facilities provided under local Resale arrangements.</p>	<p>2.1 The Telecommunications traffic exchanged between MCI and SBC MISSOURI will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic, intraLATA Toll Traffic, <b>or</b> interLATA Toll Traffic. The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or a carrier providing telecommunications services utilizing <b>wholesale</b> Local Switching, to the extent that MCI's End Users are served by such <b>wholesale</b> Local Switching purchased from SBC MISSOURI; they do not apply to traffic originated over facilities provided under local Resale arrangements.</p>	SBC's language is most consistent with the Arbitrator's Report.
	<p>2.4 When traffic is either originated by or terminated to an End User served by a Telecommunications Carrier utilizing <u>unbundled</u> Local Switching, to the extent that MCI's End Users are served by such <u>unbundled</u> Local Switching purchased from SBC MISSOURI the requirements to record usage and to compensate the terminating Party shall remain the same as for switch-based service.</p>	<p>2.4 When traffic is either originated by or terminated to an End User served by a Telecommunications Carrier utilizing <b>wholesale</b> Local Switching, to the extent that MCI's End Users are served by such <b>wholesale</b> Local Switching purchased from SBC MISSOURI the requirements to record usage and to compensate the terminating Party shall remain the same as for switch-based service.</p>	SBC's language is most consistent with the Arbitrator's Report.
	<p>4.11 <u>Compensation for Third Party UNE-P.</u></p>	<p>4.11 <b>Intercarrier Compensation for Wholesale Local Switching Traffic</b></p>	SBC's language is most consistent with the Arbitrator's Report.



	4.11.1 When MCI terminates traffic to an End User of a third party carrier served via SBC MISSOURI's <u>unbundled</u> Local Switching, MCI agrees to bill that third party carrier directly for any applicable intercarrier compensation; provided, however, that SBC MISSOURI shall still be obligated to provide MCI with all call records necessary to bill such calls as described herein and in Appendix Recording. <u>In the event that SBC MISSOURI fails to provide the appropriate call records information necessary to bill such third party carrier, MCI shall bill SBC MISSOURI as the default originator of the traffic.</u>	4.11.1 When MCI terminates traffic to an End User of a third party carrier served via SBC MISSOURI's <b>wholesale</b> Local Switching, MCI agrees to bill that third party carrier directly for any applicable intercarrier compensation; provided, however, that SBC MISSOURI shall still be obligated to provide MCI with all call records necessary to bill such calls as described herein and in Appendix Recording.	SBC's language is most consistent with the Arbitrator's Report.
	4.11.2 When MCI terminates traffic to an end user customer of a third party carrier served via SBC MISSOURI's ULS, MCI agrees to bill that third party carrier directly for any applicable intercarrier compensation; provided, however, that SBC MISSOURI shall still be obligated to provide MCI with all call records necessary to bill such calls as described in Appendix Recording. <u>In the event that SBC MISSOURI fails to provide the appropriate call records information necessary to bill such third party carrier, MCI shall bill SBC MISSOURI as the default originator of the traffic.</u>	4.11.2 <b>The following reciprocal compensation terms shall apply to all traffic exchanged between SBC MISSOURI and MCI when MCI purchases wholesale local switching from SBC MISSOURI on a wholesale basis upon termination of the Reciprocal Compensation Amendment as set forth in Section 1.2:</b>	SBC's language is most consistent with the Arbitrator's Report.
	4.11.2.1 Intentionally Omitted	4.11.2.1 <b>For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC MISSOURI and MCI, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.</b>	SBC's language is most consistent with the Arbitrator's Report.
	4.11.2.2 Intentionally Omitted	4.11.2.2 <b>For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC MISSOURI and MCI where MCI's End User originates a call that is terminated to a SBC MISSOURI end user, such traffic shall be paid for reciprocally at the End Office Switch rate set forth in Appendix Pricing and as specified in Section 4.2.5 for the transport and termination of Section 251(b)(5) Traffic, excluding ISP-Bound Traffic and the FCC Plan rate set forth in Section 4.8 for the transport and termination of ISP-Bound Traffic.</b>	SBC's language is most consistent with the Arbitrator's Report.
MCI RC 14	<u>11.12 Compensation for Special Access shall be on a meet point billing basis pursuant to the MECAB guidelines</u>	11.12 Intentionally Omitted	SBC's language is most consistent with the Arbitrator's Report.

MCI RC 11a, 11b	language above	language above	
Charter NIM 2	2.7 Each Party is responsible for the facilities to its side of the negotiated POI(s). In establishing Interconnection in a LATA, CLEC may utilize any method of Interconnection described in this Appendix. <u>Except to the extent that payment is specifically required from one Party to the other in Appendix: Reciprocal Compensation</u> , each Party is responsible for the appropriate sizing, operation, and maintenance of all facilities on its side of each POI. The parties agree to provide sufficient facilities for the Local Interconnection Trunk Groups required for the exchange of traffic between CLEC and SBC-13STATE.	2.7 Each Party is responsible for the facilities to its side of the negotiated POI(s). In establishing Interconnection in a LATA, CLEC may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of all facilities on its side of each POI. The parties agree to provide sufficient facilities for the Local Interconnection Trunk Groups required for the exchange of traffic between CLEC and SBC-13STATE.	Charter's language is most consistent with the Arbitrator's Report.
Charter ITR 2b	3.1 <u>If CLEC desires to establish two-way trunk groups, then, in order to accommodate SBC-13STATE's administrative processes, it shall indicate the trunk groups it wishes to establish by means of the Access Service Request (ASR) form.</u> CLEC shall also indicate the need to establish one-way trunk groups originating at the CLEC switch using the ASR form. SBC-13STATE shall issue ASRs for one-way trunk groups, originating at the SBC-13STATE switch. <u>The use of this form for this purpose shall in no way be construed to mean or imply that either Party is ordering access services or incurring any financial responsibility to the other Party for any trunks or trunk groups, and nothing in any part of this Agreement (including, without limitation, any Appendix, Exhibit or Attachment to this Agreement) shall be construed to the contrary.</u> All compensation obligations as between the Parties with respect to Interconnection arrangements, including physical facilities, traffic exchange, and trunking, shall be as set forth in <u>Appendix: Reciprocal Compensation</u> . Subject to the foregoing, CLEC shall also use the ASR form i	3.1 <b>CLEC shall issue</b> Access Service Request (ASRs) <b>for two-way trunk groups</b> . CLEC shall also indicate the need to establish one-way trunk groups originating at the CLEC switch using the ASR. SBC-13STATE shall issue ASRs for one-way trunk groups, originating at the SBC-13STATE switch. <b>Exceptions to this are noted below:</b>	Charter's language is most consistent with the Arbitrator's Report.
	8.1 <u>Subject at all times to Section 3.1 hereof</u> , orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR).	8.1 <b>Orders</b> between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR).	Charter's language is most consistent with the Arbitrator's Report.

<p>Charter ITR 3b</p>	<p>4.2 <u>At CLEC's option, the Parties may interconnect in any LATA using a single physical Interconnection transport facility, with a preference for a Fiber Meet arrangement, as specified in Appendix NIM. CLEC agrees to establish separate trunk groups within that single physical Interconnection transport facility for traffic between CLEC's network and each of the Tandems (of any type) that SBC-13STATE has deployed in a LATA in which the Parties interconnect, except as the Parties may otherwise agree. This obligation to establish separate trunk groups within an Interconnection facility shall not be construed to mean or imply that CLEC must establish separate physical Interconnection facilities to multiple locations within a LATA nor to mean or imply that CLEC is subject to any financial responsibility with respect to such trunk groups, except as specified in Appendix: Reciprocal Compensation. When a trunk group is established between CLEC's network and an SBC-13STATE tandem, CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem</u></p>	<p><b>4.2 CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in SBC SOUTHWEST REGION 5-STATE. If there are no Local Tandems in the local exchange area in which CLEC Offers Service in the SBC SOUTHWEST REGION 5-STATE, CLEC shall establish a Local Interconnection Trunk Group to each SBC-13STATE End Office Switch in that local exchange area in which CLEC Offers Service. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Local Tandem) to the respective SBC-13STATE Local Tandem on the trunk groups defined below. SBC-13STATE shall route appropriate traffic to CLEC switches on the trunk groups defined below.</b></p>	<p>Charter's language is most consistent with the Arbitrator's Report.</p>